

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**FREEHOLD REGIONAL HIGH SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**AND THE**  
**FREEHOLD REGIONAL HIGH SCHOOL EDUCATION**  
**ASSOCIATION**

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**July 1, 2012 through June 30, 2015**

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## PREAMBLE

This Agreement is entered into this 1st day of July, 2012 by the Board of Education of the Freehold Regional High School District, Monmouth County, New Jersey, hereinafter called the "Board", and the Freehold Regional High School Education Association, hereinafter called the "Association".

Except as this Agreement otherwise specifically modifies the contract currently in existence between the parties, such contract and all provisions shall continue in full force and effect.

Both parties acknowledge the Board of Education's obligation under State and Federal law that "all persons, regardless of race, color, age, creed, religion, sex or national origin shall be provided equal access to all categories of employment in the Freehold Regional High School District."

## ARTICLE I

### RECOGNITION

The Freehold Regional High School Education Association is recognized by the Board of Education as the exclusive representative for collective negotiations concerning terms and conditions of employment and collective agreements and any questions arising thereunder.

This Association is deemed to be the exclusive representative of employees of the Freehold Regional Board of Education hereinafter designated collectively as "employees" specifically including the following positions:

Aides – Teacher and Transportation

Athletic Trainers

Computer Technicians

Guidance Counselors

Interpreters

Media Specialists

Nurses

Secretaries

(but excluding the Secretary to the Superintendent of Schools, Secretary to the Assistant Superintendent for Business Administration/Board Secretary, Secretary to the Assistant Superintendents, Insurance Analyst, Payroll Operation Secretary, Information Technology Staff and those employees designated as supervisory personnel);

School and Community Liaison Officers

Special Services Personnel

Student Assistant Counselors

Teachers (Part-time and Long-term Substitute Teachers)

A supervisory employee is defined as any employee who may have the power to hire, evaluate, discharge, discipline, or effectively recommend the same.

The exclusion or inclusion in the negotiations unit of any new position which may be created hereinafter, failing agreement of the parties, shall be determined through petition to the Public Employment Relations Commission.

## ARTICLE II

### NEGOTIATION PROCEDURES

A. In accordance with provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123, Public Laws of 1974, the parties agree to commence collective negotiations on a successor agreement according to a timetable established under the rules and regulations of the Public Employment Relations Commission. Any agreements so negotiated shall apply to all personnel units described in Article I and shall be reduced in writing and signed by the Board and the Association. Requests from the Association will be made through the Superintendent or his/her designee. Requests from the Superintendent or the Board or their representatives will be made to the President of the Association or his/her designee.

B. If the parties are unable to reach an agreement on a successor contract, the request for a mediator shall be made in accordance with the rules and regulations of the Public Employment Relations Commission. If the mediator is not successful in assisting the parties in reaching an agreement, the selection of a Fact-finder shall be in accordance with the rules and regulations of the Public Employment Relations Commission.

C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

"Grievance" shall mean a complaint by an employee or group of employees of the Freehold Regional High School District that there has been a personal loss, injury, or inconvenience because of an interpretation, application, or violation of policies, agreements, and administrative decisions affecting him/her or them. Grievances to be presented to impartial arbitration shall be limited to the application or interpretation of this written agreement. A grievance to be considered under this procedure must be initiated by the employees within thirty (30) calendar days from the time when the employees knew or should have

known of its occurrence. A grievant is hereby specifically defined to mean either an employee covered by this bargaining agreement or the Association.

#### B. Procedures

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that employees shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.

(c) At all stages of this procedure, copies of responses will be forwarded simultaneously to the Association.

2. Any employee or group and its representative who has a grievance shall discuss it first with his/her principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level. If the subject matter of the grievance involves an act of a Central Administrator, then such grievance shall commence with that Central Administrator and thence to the Superintendent of Schools and/or the Assistant Superintendent of Human Resources and not the Building Principal.

3. If the grievance is not settled satisfactorily in five (5) school days, it shall be reduced to writing specifying:

- a. nature of the grievance
- b. nature and extent of injury, loss or inconvenience
- c. result of previous discussions, and
- d. dissatisfaction with decisions previously rendered

The written grievance shall be discussed by the Association Building Representative and the Principal. The Principal shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.



4. (a) The employee, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent or the Assistant Superintendent of Human Resources, as the Superintendent's designee, in writing by reciting the matter submitted to the Principal as specified above and the dissatisfaction with the decisions previously rendered. The Superintendent or the Assistant Superintendent of Human Resources, as the Superintendent's designee, and the Association President shall attempt to resolve the matter as quickly as possible but within the period not to exceed ten (10) school days. The Superintendent or the Assistant Superintendent of Human Resources shall communicate his/her decision in writing to the employee, Association, and the Principal.

(b) If the grievance is not resolved to the grievant's or Association's satisfaction, the grievant or the Association, no later than five (5) school days after receipt of the decision of the Superintendent or Assistant Superintendent of Human Resources, may request a review by the Board of Education. The Board of Education in its sole and absolute discretion may request that the grievance be jointly considered by the Association's Grievance Committee and the Board or such subcommittees as either shall designate. The Board may, at its option, hold a hearing with the employee or employees and the Association and shall answer such grievance in writing no later than five (5) school days following the Board of Education's next Regular Meeting after receipt of such grievance at its previous Regular Meeting; if the Board elects not to review the grievance under this provision, it shall notify the Association in writing not later than one (1) day after the decision has been made and the Association shall be permitted to immediately proceed, if it so desires, to arbitration.

5. Grievances which involve the application or interpretation of this Agreement and which have not been settled to the satisfaction of the initiating party, either the Board of Education or the Association, shall be submitted to binding arbitration. Such grievances shall be submitted to arbitration within five (5) days after completion of the Board step. The parties agree to adhere to the rules and regulations of the New Jersey Public Employment Relation Commission in the selection and designation of an arbitrator. The arbitrator shall set a hearing at the earliest date possible between the parties and shall have thirty (30) days from the completion of the hearing to render a final and binding award.

6. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings and recommendations.

7. It is understood that the Association and the Board may settle or compromise any grievance reduced to writing at any step so long as such settlement does not discriminate against the employees involved nor deprive them of any right available to other members of the unit.

#### C. Rights of the Grievant

The Board of Education and the Association shall assure the grievant freedom from restraint, interference, coercion, discrimination and reprisal in presenting his/her appeal with respect to his/her personal grievances.

#### D. Costs

1. Each party will bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

### ARTICLE IV

#### EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board such rights as they may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reprimanded, reduced in rank or annual basic contractual salary or deprived of any advantage set forth in the Board policy or by established prior practice without just cause. Any such action exerted by the Board or any agent or representative thereof shall not be made public before final action by the Board and shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Superintendent on formal charges concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increment pertaining thereto, he/she shall be given prior written notice with the reason for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of any employee pending charges shall be with pay prior to a formal Board hearing.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable, on the effective date of this Agreement, to the employees covered by this Agreement established by the rules, regulations and/or policy of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

F. 1. Each teacher shall be encouraged to utilize the results of tests and other evaluative criteria to improve the effectiveness of his/her instruction.

2. Each teacher shall be encouraged to use the counseling and special services of the district to improve his/her instructional efforts.

## ARTICLE V

### ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. The Association recognizes that the basic employer-employee relationship which exists between itself and the Board is not an absolute one but, rather, is a relationship affected by responsibilities and obligations which both parties, in separate and mutual ways, owe to citizens, parents and student.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

D. Subject to Board of Education policy and the approval of the Building Principal, the Association may use appropriate rooms for meetings, in a school building after school hours and until 5:00 p.m. Rooms may be used for evening meetings after prior approval of the Building Principal.

E. The Association may use no school equipment unless approval of the Principal is first obtained. The Association will bear the full cost of equipment repairs associated with its use of school equipment.

F. The Association will use no Board of Education supplies or materials without prior approval of the Building Principal. The Association will pay the reasonable cost of all such supplies and materials used.

G. The Association shall have, in each school building, the exclusive use of a bulletin board in the area of the Association's choice.

H. The Association may use the school mailboxes for distribution of Association related materials, provided such use does not impede normal Board of Education procedures. Copies of materials to be distributed by the Association shall be given to building administrative personnel.

I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees designated in Article I.

J. The Board agrees to furnish to the Association in response to reasonable requests from time to time available public information concerning annual financial reports and audits, agenda and minutes of all public Board meetings at the same time available to the public, and names and addresses of all employees.

K. The Board agrees to make available to the Association twenty (20) minutes at the new teacher orientation meeting in the fall.

L. The Board agrees to provide to all new employees a current contract and comprehensive medical benefit package which will be distributed at the new staff orientation or at the signing of their agreement.

M. The Board agrees to assign to the Association President a program of two (2) less teaching period than normally required for a total of four (4) free periods (including one for preparation) daily. The

Association President shall have no homeroom assignment. Each of the Association Officers holding the positions of Vice President, Negotiations Chairperson, and Grievance Chairperson shall not be assigned a duty period, nor shall one building representative per building.

N. A telephone shall be available in each building for personnel covered by this bargaining agreement. This telephone may well be a telephone in central administration of a given building and not necessarily for the exclusive use of personnel in this bargaining unit. The Superintendent shall issue all necessary directives in connection with the use of such telephone including, but not limited to, the locations that might be called as well as the specific methods by which teachers would pay for long distance calls.

## ARTICLE VI

### MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, including:

- a. to direct employees of the school district;
- b. to promote, transfer, assign and retain employees for just cause;
- c. to relieve employees from duty because of lack of work or other legitimate reasons;
- d. to efficiently direct school and district operations;
- e. to direct the methods, means, and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to accomplish the mission of the school district. This section shall not be read to repeal or modify any provision of this contract or Title 18A or the laws of the State of New Jersey.

## ARTICLE VII

### CALENDAR

A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-seven (187) days, and the in-school work year of teachers employed on an eleven (11) month basis shall not exceed two hundred six (206) days, and the in-school work year of teachers employed on a twelve (12) month basis shall not exceed two hundred twenty-five (225) days. The in-school work year shall include days when pupils are in attendance, orientation days, or any other days on which teacher attendance is required.

B. The school calendar is to be drawn by the Superintendent in consultation with the Association and not with the employees involved. The school calendar for the next school year shall be approved by the Board of Education no later than May 1 in the previous year.

C. The twelve-month (12-month) secretarial staff and computer technicians shall be entitled to the Winter recess in accordance with such recesses as received by the teaching staff and shall work during the Spring recess. Secretarial and computer technician staff may apply for vacation days during the spring recess and this must be worked out on a rotating basis in each building with the Building Principal/s and/or Central Administrator's approval. Initial placement in the rotation shall be according to district seniority. These days shall not be unreasonably denied and when granted shall not be in lieu of section F. (3) days "when school is in session."

D. Secretarial staff will have two (2) days off for NJEA convention in accordance with such dates as received by the teaching staff with no documentation of attendance.

E. The secretarial staff will work a half hour less per day during summer at no salary reduction.

F. The twelve-month (12-month) secretarial staff and computer technicians will receive vacation benefits as follows:

- (1) two (2) weeks vacation after one year;
- (2) three (3) weeks after seven years;
- (3) four (4) weeks after fifteen years.

(Secretaries who have completed fifteen (15) years of service may use up to 1 week (5 days) of vacation time when school is in session. Scheduling is subject to the Principal's approval).

G. The personnel employed on a ten (10) month basis shall work the teacher calendar plus ten (10) working days in lieu of other holidays and vacation.

H. On days of early dismissal due to emergencies (e.g. snow, etc.), the secretarial staff shall be permitted to leave when the teachers leave which is fifteen (15) minutes after the students leave.

## ARTICLE VIII

### EMPLOYEES SCHEDULE AND DUTIES

A. (1) Teachers shall indicate their presence for duty by writing their initials in the appropriate column of the faculty "sign-in" roster. The same procedure shall be followed when leaving the building at the close of the school day.

(2) Teachers shall be required to report for duty at least fifteen (15) minutes before the opening of the pupils' school day and be permitted to leave fifteen (15) minutes after the close of the pupils' school day, except as designated under Section D of this Article. The total in-school work day shall be six hours and thirty-five minutes, plus the additional 30 minutes (15 minutes before opening and 15 minutes after closing) of unassigned time without additional compensation at the teacher's pro rata annual salary. The total time of the in-school work day, therefore, is 6 hours and 35 minutes plus the two 15 minute periods.

(3) In addition to the above schedule and requirements, teachers and other professional personnel may be required to attend parent consultation schedules at reasonable hours, one back-to-school night, and outside the school day help for students.

(4) Two (2) parent-teacher conferences may be held during the course of the school year for the purpose of discussing individual pupil progress. The dates and structure of said conferences shall be established prior to the beginning of each school year by the Superintendent in consultation with the Association. On days when parent-teacher conferences and back to school night are held, half-day sessions shall be scheduled for both students and teaching staff.

(5) Teachers may meet with students before or after school for extra help.

(6) The Superintendent of Schools shall have the authority to assign media specialists to staggered work schedules in order to keep libraries open after the close of the school day. The staggered schedule shall not result in a work day ending more than one hour later than that for the work day on any scheduled school day for regular classroom teachers and shall not result in any increase in the overall length of work day for media specialists. The staggered work day shall not exceed three times per week.

(7) Teaching staff members shall be expected to respond to parental communications (e.g. by telephone or written correspondence) within one (1) working day of receipt of said communication. If extenuating circumstances exist (such as personal illness of the teaching staff member, death in the family, or a personal emergency, etc.), the initial contact must be made within two (2) working days. The initial response may not necessarily address all answers, but shall acknowledge the receipt of communication and set a date for providing the complete response in a timely manner.

B. (1) The normal daily teaching load shall be five (5) teaching periods and one (1) duty period. Teachers assigned to less than five (5) teaching periods may be assigned an additional duty period in place of the assigned teaching period. The assigned duty in lieu of the fifth teaching period shall be selected by the teacher from those available.

(2) Teachers shall not be required to teach more than two (2) separate academic areas at any one time, nor be required to undertake more than three (3) different preparations - - unless enrollment dictates otherwise.



(3) The Board agrees that a stipend of \$655 shall be paid annually per teacher to supervise students in the cafeteria. Designation of cafeteria assistants shall be on a voluntary basis. In the absence of sufficient volunteers, the administration may assign teachers to duty. The duration of the supervision shall be one student lunch period.

(4) Certain designated staff associated with FPAC, FCCLA and Culinary shall receive an annual stipend of \$400.00 for the additional after-school work with students in the program.

C. (1) Teachers shall have a daily duty-free lunch period of at least the same length as the students.

(2) A teacher shall be permitted to leave the building during his/her assigned lunch period and/or his/her preparation period upon notification to the Principal or his/her designee. The fifteen minute time span prior to and following the instructional day shall not be considered part of the preparation period.

D. (1) Building based teachers may be required to remain after the end of the regular work day, for the purpose of attending faculty or other professional meetings two (2) days each month. Building faculty and building departmental meetings shall begin no later than fifteen (15) minutes after the student dismissal time. Any teachers who wish, may be excused sixty (60) minutes after the start of said meeting if the meeting is still in progress. Other professional personnel employed by the Board of Education may also be required to attend meetings. All first-year professional employees are required to attend up to six (6) orientation meetings in addition to the two (2) pre-school orientation days as provided in Article VII. First-year professional employees will accept delays of not more than 45 minutes for not more than two orientation periods. In addition to the provisions concerning schedules and professional responsibilities, professional employees of the Board shall also be required to perform those duties as necessary in connection with evaluations of the school district (i.e., Middle States and New Jersey State evaluations) without additional compensation.

(2) An Association representative may speak to the teachers at a school's monthly faculty meeting for at least ten (10) minutes on the request of the representative to the Building Principal. The Association's time shall be granted within seventy (70) minutes of the start of the meeting.

(3) The notice of agenda and tentative agenda for any meetings shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

(4) Teachers may be required to attend no more than two (2) district-wide departmental meetings per year. These meetings shall be without compensation for travel.

(5) On no more than three occasions per year (except during mid-terms, finals, or HSPAs), the District may declare a half-day for students, and teachers shall remain for professional development or in-service training.

E. Classroom teachers shall, in addition to their lunch periods, have one (1) full daily preparation period, during which they shall not be assigned to any other duties.

F. (1) Exceptions to the provisions of Sections A, B, C, D, and E above may be made only in cases of emergency. The Association shall be notified in each such instance, in advance, if possible.

(2) The term "emergency" as it applies to the assignment of class periods over normal teaching load shall mean those situations in which the Board of Education has been unable to procure the service of a part-time teacher, or in the case where there are four (4) or five (5) overage classes in a department at any school, (a full-time teacher) or a volunteer possessing certification and experienced in teaching the subject. In the event of any such emergency the following procedures shall be observed:

a. The availability of overage assignments shall be posted for a minimum of seven (7) calendar days and no volunteer shall be assigned until the conclusion of the seven day period unless the overage situation develops after the start of the school year when the assignment may be made immediately after posting.

b. All potential overage assignments shall, if known to the Administration, be set forth in tentative class assignments issued to teaching staff members in June.

c. The Association shall be notified of all overage assignments immediately.

d. No teaching staff member shall be involuntarily assigned to an overage assignment which would require the extension of the normal working day as defined in Article VIII, Section A. (2).

e. No more than 7% of the teaching staff shall receive such overage assignment in any school year. (This shall apply to voluntary and involuntary.)

f. Grievances concerning the application of this section shall be submitted directly to the Superintendent of Schools and if not resolved at that level shall be submitted to Binding Arbitration on an expedited basis with the intention of having such disputes resolved prior to the beginning of the school year. Arbitration awards rendered after the start of the school year which invalidate overage assignments shall be implemented at the beginning of the next semester.

g. In the event that any provisions of this section are invalidated as a result of a Scope of Negotiations or other legal proceeding initiated by the Board of Education, the entire section shall immediately be reopened for negotiations and shall become null and void at the expiration of this agreement.

h. Such assignments, whether voluntary or involuntary, shall be in lieu of a duty period and be compensated at the rate of twenty percent (20%) of the daily salary for each additional period assignment.

G. Regular teachers who are required to substitute during their preparation period in cases where substitute teachers are not available shall be paid at the rate of \$28.95 per period:

H. Any teacher who is approved by the Board and provides in-district professional development training experiences for colleagues outside the school day for the duration of at least one hour will be compensated for one hour of workshop preparation (once per topic) and every hour of presentation at the current Board specialized committee/workshop rate. It is understood and agreed by both parties that “once per topic” preparation is for an identical workshop presentation.

I. The Superintendent shall specifically review the number and structure of all meetings that teachers are required to attend including, but not limited to, district-wide department meetings, building meetings, and other such professional activities.

J. Teachers who perform detention proctoring shall be compensated at the hourly rate of \$34.86. This amount shall be paid at a pro rata hourly basis if the detention period is less than one hour.

## ARTICLE IX

### CLASS SIZE

A. The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class size as specified by the New Jersey State Department of Education represents desirable goals.

B. No more students will be assigned to a lab or vocational/technical class than there are work places in the classroom which shall include the teacher's work station.

C. By October 15, the Board or the Superintendent will supply the Association with a class size matrix.

## ARTICLE X

### MILEAGE REIMBURSEMENT

A. Teachers cannot be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her Principal. He/she shall be compensated at the OMB rate (now \$.31) per mile for the use of his/her own automobile.

B. Employees required to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the OMB rate (now \$.31) per mile. Employees who are assigned to more than one (1) school per day shall be reimbursed for all driving done between schools.

C. The Board of Education shall investigate availability of liability insurance coverage for social workers, attendance officers, distributive education coordinators and work study teacher coordinators who, of necessity, must utilize their automobiles in the performance of their duties. If the Board of Education does not obtain such liability insurance, the Board agrees to pay the sum of fifty-five dollars (\$55) annually, in lieu of such insurance, to the above named personnel classification who, of necessity, must utilize their automobile in the performance of their duties.

## ARTICLE XI

### STAFF EMPLOYMENT

A. (1) Any contract or engagement between the Board of Education and teacher shall cease and be of no effect against the Board whenever the Board shall ascertain by written notice from the County Superintendent, that the teacher is not in possession of proper teacher's certification in full force and effect, even if the term or engagement for which the contract was made, may not then have expired.

(2) Each member of the unit shall bear sole responsibility for his/her proper New Jersey State teaching certificates or application forms for said certificate. The Superintendent's Office will render assistance upon request of the teacher. Employment may be rescinded if proper certificate or forms are not filed by September 30, each school year.

B. (1) Each teacher shall be placed at his/her proper step of the salary schedule as of the beginning of each school year, except where increments have or may be withheld.

(2) Credit may be given on the teachers' salary guide for previous public school teaching experience and military service. No more than four (4) years credit will be allowed for military experience. Such credit determined at the time of employment shall be the basis for computing "step on guide" in ensuing years. All clerical staff, School and Community Liaison Officers will start on the first step of the guide, with no credit for previous experience considered.

C. Sick days, previously accumulated in the Freehold Regional High School District, will be restored to all employees returning from a Board granted leave.

D. Employees shall be notified of their contract or salary status one (1) week following the Board of Education's Regular April Meeting, but not later than May 15, unless the employee has been employed after the start of the school year. Employees employed after January 1, will be notified of their contract or salary status by June 1.

E. For ten-month (10-month) employees, eligibility for increment shall consist of beginning employment in the Freehold Regional High School District on or before February 1st in the prior school

year. Twelve-month (12-month) personnel, must start by January 3rd of the prior year to be eligible for increment. Computer Technicians hired prior to January 3<sup>rd</sup> shall be eligible for increment.

F. At the discretion of the Superintendent, a member of the unit, prior to the issuance of tenure contract, may be given a physical examination by a district physician.

G. Any returning employee, offered and desiring reemployment of the coming school year, shall notify the Board of such acceptance through the Superintendent or his/her designee, in writing, or by return of Contract or letter of intent, on or before June 1, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to reemploy the staff member for the coming year. However, breach of the time deadline shall not cause forfeiture of tenure rights.

## ARTICLE XII

### SALARIES, TUITION REIMBURSEMENT AND ADVANCEMENT

A. The salaries of all personnel covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof. Beginning on the effective date of this Agreement, employees shall become eligible for advancement of salary guide A-1 from the "B.A." to the "B.A.+30" to the "M.A." to the "M.A.+30" to the "Doctoral" training levels if the following conditions are met:

(1) Courses credited for advancement in the training level must be on the graduate level from an accredited institution of higher education as accredited by the US Department of Education.

Grades received for any course submitted for tuition reimbursement shall be a B or better, as indicated by an official transcript from the duly accredited institution of higher learning.

(2) Courses credited must have been earned following the date of award of the B.A. or M.A. degree.

Courses within a subject matter field as well as any other graduate level course must be approved by the Superintendent of Schools and reported on appropriate forms provided by the Human Resources office. The Superintendent shall consider whether the applicant has previously received approval for the obtainment of any of the other courses he/she may have achieved credits in and will also consider the nature of any and all credits obtained and the nature of the applicant's undergraduate field of study all in determining whether the approval shall be given to vary the requirements contained herein.

The tuition assistance shall be provided only for a course or degree related to the employee's current or future responsibilities. Prior approval from the Superintendent is required for employees seeking reimbursement or guide movement, consistent with N.J.S.A. 18A:6-8.5 and -8.6.

(3) Courses credited toward advancement from the "B.A." to the "B.A.+30" training level shall not be accepted for advancement from the "M.A." to the "M.A.+30" training level.

(4) Courses required for the renewal of a sub-standard certificate or the upgrading of a sub-standard certificate to a standard certificate may not be credited toward advancement in training level.

B. (1) Teachers entitled under the conditions set forth herein to reimbursement of tuition shall receive reimbursement for tuition for a maximum of nine (9) credits per year during the life of this contract, at a rate not to exceed \$200 per credit, if the following conditions are met:

(a) An official college transcript and an original receipt of the amount paid must be shown to the Superintendent.

(b) Only teachers who have been employed by the Board in their current position for more than one (1) year, who possess a standard New Jersey certificate may participate in the program.

(c) Teachers who have been employed by the Board in their current position for more than one (1) year, but less than two (2) years, who possess a standard New Jersey certificate are eligible for reimbursement for up to six (6) credits for that year under the program.

(d) All courses must have been submitted to the Superintendent for approval on the appropriate reporting form detailing enrollment in said course.

(e) In addition to the reimbursement for graduate credits provided for in Section B., above, employees may obtain reimbursement subject to advance approval by the Superintendent of Schools, for tuition reimbursement for undergraduate courses and/or reimbursement for the cost of enrolling in workshop programs when the Superintendent in his/her sole discretion, determines that the course or workshop for which reimbursement is sought will benefit the school district. Decisions of the Superintendent as to whether or not reimbursement should be granted for tuition for undergraduate courses or for the cost of enrolling in workshop programs shall not be subject to grievance arbitration.

(f) The condition precedent to reimbursement for all courses covered by this program is an achievement of a grade of "B" or better. All applications for approval and reimbursement pursuant to Section (d) and Section (e), above, shall be made at least twenty (20) days prior to the close of registration for the course or workshop. Notification of approval or disapproval of an application for reimbursement shall be made at least five (5) days prior to the close of registration for the course or workshop. The time limits set forth in this section may be waived by the Superintendent of Schools in case of emergency.

(2) The Board agrees to provide reimbursement for courses in secretarial studies programs or related fields of studies. The Board agrees to more seriously consider approving reimbursement for courses outside the district in secretarial studies programs or related fields of studies if no such courses are currently offered in the district. Approval procedures shall coincide with professional staff as outlined herein.

(3) An employee who voluntarily terminates employment before submitting a transcript evidencing completion of the course shall not be reimbursed.

C. (1) When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

(2) Employees shall receive their final checks on the last working day of the month.

(3) Employees must be in pay status before and after a holiday in order to be paid for the holiday.

4) Teachers shall have the option of having their salaries paid on a twelve month or ten month basis, said choice must be made no later than April 1 for September 1 of the following school year.

### ARTICLE XIII

#### EMPLOYEE ASSIGNMENT

All teachers shall be given written notice of their salary schedules, and notice of their tentative class and/or subject, and building assignment not later than June 15.



## ARTICLE XIV

### VOLUNTARY TRANSFERS

A. (1) The Superintendent shall post in all school buildings a list of the known vacancies which shall be available for the following school year. The Superintendent shall post such vacancies as soon as practicable so that employees desiring to be considered for reassignment and transfer shall have knowledge of the vacancies which are anticipated for the next school year.

(2) Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent no later than February 1. Such statement shall include the grade and/or subject to which a teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

B. In the consideration of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the Board of Education or its Superintendent.

## ARTICLE XV

### INVOLUNTARY TRANSFERS

A. Notice of tentative building reassignment shall be given to employees as soon as practicable, and except in cases of emergency, not later than June 1.

B. Reassignment shall be made only after a meeting between the employee involved and his/her immediate supervisor(s), at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent or his/her delegate shall meet with him/her. The employee may, at his/her option, have an Association representative present at such meeting.

C. No reassignment will be capriciously or arbitrarily made.

## ARTICLE XVI

### VACANCIES, PROMOTIONS AND NEW POSITIONS

The Board agrees to post a list of new positions, promotions and vacancies in each school in two locations and online as soon as possible during the entire year. Such openings shall include the positions specified in the Recognition Clause, Article I, of this Agreement, as well as positions which command salaries in excess of those specified in salary guides included in this Agreement. During the summer vacation period, such posting will be provided to the President of the Association or his/her designee.

## ARTICLE XVII

### EMPLOYEE EVALUATION

A. An employee, except as designated in D. (2) of this Article shall be given a written copy of any class visit or evaluation within five (5) school days of such visit and shall be given an oral report and conference on such within three (3) school days of such visit. No such report shall be submitted to the Central office, placed in the employee's file or otherwise acted upon without prior conference with the teacher, who shall not be required to sign a blank or incomplete evaluation form. An employee is required to sign a written evaluation within five (5) days of receipt, such signature to reflect receipt only and not necessarily agreement with its terms. Not less than one (1) evaluation shall be performed by a supervisor or administrator.

B. Except for letters of recommendation, promotion papers, and interview documents, which shall be sealed, employees shall have the right at reasonable times to review in the presence of the Superintendent or his/her delegate his/her personnel file and to attach as part of the permanent record his/her comments to any item with which he/she disagrees.

C. Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to

respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. (1) An administrator or supervisor shall evaluate each non-tenured employee (except as designated in D. (2) of this Article) at least four (4) times each year and the report of that evaluation shall state strengths and weaknesses observed, together with specific suggestions for improvement in areas which weaknesses were observed. Whenever possible, the Principal or Assistant Principal shall make one of the above evaluations.

(2) Other employees (attendance officers and secretarial personnel, etc.) shall be evaluated by the Building Administrator at least once a year prior to March 15.

## ARTICLE XVIII

### FAIR DISMISSAL PROCEDURES

A. Employees shall be notified of their contract or salary status one week following the Board of Education regular April Meeting, but no later than May 15, unless the employee has been employed after September 30.

B. A non-tenured employee who is not offered a contract renewal may request in writing, within fifteen (15) calendar days of notice of non-renewal, a statement of reasons for non-reemployment. The statement of reasons shall be provided to the employee within thirty (30) calendar days of receipt by the Superintendent of this request.

C. A non-tenured employee in the district, who is not recommended by the Superintendent for renewal, and having requested and received a statement of reasons, may request an informal appearance before the Board of Education. The employee may at his/her option have an Association representative present at such hearing. Such request shall be in writing and shall be filed within ten (10) calendar days after receipt of the statement of reasons. The informal appearance shall be scheduled within thirty (30) calendar days from the receipt of the request for such informal appearance. The appearance shall be conducted in accordance with present and future guidelines of the Commissioner of Education. The decision of the Board shall be final.

D. In lieu of paragraph C, an employee in his/her third year of employment not recommended by the Superintendent may request review by an arbitrator who shall issue an advisory opinion to the Board of Education. The Board shall within ten (10) days of receipt of the advisory opinions make a decision regarding non-renewal and its decision shall be final.

E. In reductions in force of paraprofessionals, seniority will be a factor to be seriously considered.

## ARTICLE XIX

### SICK LEAVE

A. As of September 1, all employees shall be entitled to ten (10) sick leave days each school year, with the exception of twelve-month secretaries and Computer Technicians who shall receive twelve (12) sick leave days per year, as of the first official day of said school year whether or not they report for duty on that day. Paraprofessionals shall be entitled to one day of sick leave for each month worked. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. When consecutive absence because of illness exceeds the annual leave and the accumulated leave, the employee may appeal to the Board of Education, which may, on a case-by-case basis, determine to allow sick leave beyond that specified above.

C. Employees whose record of absenteeism reflects chronic health or personal problems shall, at administrative discretion, be examined by district physicians and/or other professional consultants.

D. The Association may review sick leave data with the Superintendent three (3) times annually.

E. Teachers and other employees retiring from the school district after a minimum of fifteen (15) years of service in the district, and are either retiring in accordance with the requirements of the appropriate State Pension Fund or who have completed 25 years of total teaching service, and who have accumulated at least 75 days of sick/personal leave, shall be paid for their unused accumulated sick/personal leave, contingent upon retiring effective July 1<sup>st</sup>, or notifying the Board by July 1<sup>st</sup> of retiring effective before August 31, and in accordance with the contract, sick/personal days reimbursement will continue at forty-five dollars (\$45.00) per day to a maximum cost of four thousand five hundred dollars (\$4,500) per employee. However, if you retire before July 1<sup>st</sup>, it will be twenty seven dollars and fifty cents (\$27.50) per day.

## ARTICLE XX

### TEMPORARY LEAVE OF ABSENCE

A. Full-time employees shall be entitled to the following temporary leaves of absence with full pay each school year.

(1) Up to three (3) days for personal leave of absence shall be granted for any reason. Unused personal business days shall accumulate to sick leave the following year. Personal business days, before and after vacation periods and holidays only, shall be applied for in advance and shall be granted at the discretion of the Building Principal. For all other personal business leave days, application in advance is not required. The employee may give advance notice to his/her Principal as a courtesy to assist with the smooth operation of the building. In all cases of absence, the employee is required to indicate the employee's intention of absence by logging onto or calling [www.aesopeducation.com](http://www.aesopeducation.com) and complete the notification process unless directed otherwise in advance to schedule a substitute and register his/her absence as part of the official District attendance record. The Building Principal upon the approval of the Superintendent may grant approval for professional days, where such approval is granted, the professional days will not be counted against personal business days granted by this section.

(2) When an employee requires an early decision on an application for professional leave in order to confirm travel arrangements, the employee shall submit the application at least fifteen (15) school days, whenever possible, prior to the selected leave date(s) and shall be notified of a decision on the application not later than ten (10) school days, whenever possible, after submission.

(3) Time necessary by reason of subpoena by a court appearance in legal proceeding connected with the employee's employment or with the school system.

(4) Death or illness in family – in case of absence because of the critical illness and/or death of a member of the immediate family or household, each employee shall be allowed not more than five (5) days absence with full pay. Immediate family is defined as spouse, child, parent (this shall include both natural parent as well as adoptive parent), brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild. Critical illness is defined as one requiring hospitalization and placement by

hospital or medical authorities on the critical illness list, as ascertained and determined by the Superintendent or his/her designee.

(5) Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An affected employee shall be compensated at the rate of full salary for the first month of his or her military leave, and at a differential rate consisting of the difference between the district salary and military pay, for six months. Military leave after this six month period shall be granted at the discretion of the Board of Education.

(6) Other leaves of absence may be granted by the Board of Education for good reason, upon the recommendation of the Superintendent.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

C. The Association may review personal business day data with the Superintendent three (3) times annually.

D. Recognizing that absence and leave policies are provided for the protection and interest of employees for special needs, the Freehold Regional High School Education Association will encourage all employees to abide by the intent and purposes of such policies.

## ARTICLE XXI

### EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. Additionally, any teacher whose spouse is so inducted or enlists and who wishes to join him/her for the period of special training in preparation for duty overseas in combat zones shall be granted a leave of absence if requested.

B. (1) The Board of Education shall grant leaves of absence from medical reasons associated with pregnancy and birth to pregnant teachers without pay, on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq.

(2) It is recognized that a teacher's maternity leave application involves both a disability and child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the teacher, in accordance with B. (2) (b) below, which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the newborn child.

(a) Disability phase. Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth except in cases of stillbirth, in which case, the employee may elect to return to work at an earlier date. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. The physician's certification is subject to agreement by the Board's physician.

(b) Child-care phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes, as defined above, the tenured teacher shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Teachers on maternity leave desiring to switch from option (2) (a) to option (2) (b) shall notify the Superintendent by March 15 of the year in which the maternity leave was taken. Any further extensions of child-care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

(3) No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return, provided sixty (60) days notice is given except as is provided herein. Nothing

contained in this Article shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties. The physician's certification is subject to agreement by the Board physician.

(4) A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

(5) Paragraphs B. (1) – B. (4) shall also apply to all other tenured employees represented by the Association under the terms and conditions of this contract of employment.

(6) Any tenured employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

(7) No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Freehold Regional High School District in the area of certification or competence.

C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. Other leaves of absence with pay may be granted by the Board for good reason.

E. Upon return from military service, a teacher who has been on active duty shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A teacher shall not receive tenure or increment credit for the time spent on leave granted pursuant to Section B, C, or D of this Article.

F. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick/personal leave, shall be restored to him/her upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.



G. All extensions or renewals of leaves shall be applied for in writing.

## ARTICLE XXII

### PROTECTION OF EMPLOYEES AND STUDENT DISCIPLINE

A. The Board will provide safe working conditions.

(1) Whenever any civil action has been brought against any employee of the Board including any student teacher, for any act or omission arising out of the performance of his/her duties, the Board must defray all costs of defending such action including reasonable counsel fees and expenses, together with the cost of appeal, if any, and must save harmless and protect the employee from any financial loss resulting therefrom. Boards of Education may maintain appropriate insurance to cover all damages, losses and expenses. N.J.S.A. 18A 16-6.

(2) Should any criminal action be instituted against any employee for any such act or omission and should the action or proceeding be dismissed or result in a final disposition in favor of the employee, the Board must reimburse him/her for the cost of defending the suit, including reasonable counsel fees and expenses for the original hearing or trial and all appeals. N.J.S.A. 18A:16-6.1.

(3) Any employee may, within the scope of his/her duties, use such force as is reasonable and necessary (a) to quell a disturbance, (b) to obtain possession of weapons or other dangerous objects, (c) for the purpose of self-defense, and (d) for the protection of persons and property. Such acts are not considered corporal punishment. N.J.S.A. 18A:6-1.

(4) As the statute is modified by the legislature, the contract will be so modified.

B. (1) A Student Discipline Committee consisting of two staff members appointed by the Superintendent and two staff members appointed by the Association may formulate the problem as it relates to student discipline and make recommendations to the Superintendent.

(2) The Superintendent shall review the recommendations of the Committee and if in agreement, shall forward such recommendations to the Board of Education within sixty (60) days for policy consideration.

(3) If the Board of Education adopts such policy, the necessary procedure to implement such policy shall be promulgated by the Superintendent and his/her staff as soon as possible.

C. All suspensions and expulsions of students shall be in accordance with N.J.S.A. 18A, Rules and Regulations and the State Department and Commissioner of Education decisions. Recommendations from Principals to Superintendent and Superintendent to Board of Education shall be given serious weight.

## ARTICLE XXIII

### INSURANCE PROTECTION

A. The Board of Education will pay the full individual or full family coverage of BCBS, Major Medical coverage insurance, Comprehensive Rider J365-30, C.O.B. children to 26 in household and prevailing fee. Full benefits will apply to domestic partners and civil union partners. Upon the one-year anniversary of employment teacher aides and transportation aides will receive full individual or full family coverage. Medical insurance coverage shall also include provision for optional second opinions on elective surgery. The Board of Education shall have the right to change insurance carriers provided the benefits provided will not be diminished by such a change. Before the Board of Education can exercise this right, the proposed new insurance program shall be submitted to the Association. If the Association rejects the proposed change on the grounds that the new insurance program results in diminished benefits, then the matter shall be submitted directly to binding arbitration in accordance with the grievance procedure of this contract.

B. The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article no later than the beginning of the school year. Beginning as soon as possible after ratification, the following changes will be made to the health insurance program:

(A) Traditional Plan:

1. Change \$100/\$200 deductible to \$200/\$400
2. Change in-patient hospital co-pay per admission to \$100
3. Change catastrophic limit to \$5,000

(B) Direct Access:

1. Change office visit co-pay from \$5 to \$10
2. Change emergency room co-pay from \$25 to \$50
3. Change out-of-network deductible from \$100 to \$200

#### 4. In-patient deductible remains \$200

C. The Board will allow retired employees to remain part of the Group Plan, if such employees pay the premiums.

D. Commencing on July 1, 2012 and continuing to June 30, 2015, the Board of Education during the term of this contract shall continue to furnish, a New Jersey Dental Insurance coverage; usual and customary dental plan containing the same benefits as previously provided without any cost consideration by the employee. These rates shall be fixed for the life of the Agreement pursuant to the rate guarantee provided by the carrier; therefore, no cost shall be incurred by the employees. Full benefits will apply to domestic partners and civil union partners. Any change of carrier shall result only through the mutual consent of the Board of Education and the Association.

E. Where both wife and husband, domestic partners, or civil union partners are employed in the district, duplicate coverage on health and dental insurance shall not be provided; however, the Board of Education shall provide coordination of benefits coverage in those instances.

F. Family coverage which also applies to domestic partners and civil union partners will be provided for vision/eye care as part of health care provided by the Board.

G. An employee has the right to waive the insurance protection coverage provision and appropriate Section 125 Plan which will provide that upon any employee waiving insurance coverage, the premium savings will be split – 75% Board, 25% employee.

H. All employees whose employment starts on or after July 1, 2008, shall only be eligible to receive the Direct Access health coverage plan for the first three calendar years of employment, at no premium cost to the employee. Upon employment for the fourth year, the employee shall have the option, at that time only, to choose the Traditional Plan, or, to continue in the Direct Access health coverage plan, and in either case, at no cost to the employee. Upon any eligible employee continuing to select the Direct Access health coverage plan, a one-time payment shall be made by the Board of Education to the employee in the amount of \$750.00. Further and thereafter, the employee shall not be permitted to re-enter the Traditional Plan.

Upon any eligible employee in the Traditional Plan selecting to change from the Traditional Plan to the Direct Access, or selecting to continue in the Direct Access, a one-time payment shall be made by the Board of Education to the employee in the amount of \$750.00 at the option of the employee. Further and thereafter, the employee shall not be permitted to re-enter the Traditional Plan.

Only those employees employed prior to July 1, 2008 may continue to choose between the current Traditional Plan and the Direct Access health coverage, and be eligible to elect to switch back and forth during open enrollment periods with no prohibitions, as long as the employee does not elect to accept the one-time payment of \$750.00. Upon the acceptance of the \$750.00, the employee shall not be permitted to re-enter the Traditional Plan.

#### ARTICLE XXIV

#### PROFESSIONAL RELATIONS COMMITTEE

A Professional Relations Committee shall be established which shall consist of the President of the Association plus nine (9) members which the Association President shall appoint, and the Superintendent and nine (9) members which the Superintendent shall appoint. This Committee may meet at mutually agreeable times once per month to discuss all matters of professional relations and teaching interests which are not covered by this Agreement. Topics which this Committee may discuss include but are not limited to: teacher facilities, teacher administrative liaison, teaching techniques, curriculum, testing, etc.; determination of textbooks and the discussion of other materials and supplies, sabbatical leave policy and recruitment. Minutes of each meeting may be taken by a member of the Committee and transmitted to the Board of Education. Any jointly agreed upon recommendations will be transmitted by the Committee to the Board and the Board will give serious consideration to such recommendations.

In addition, at each school a Professional Relations Subcommittee shall be established to consist of the Principal and such staff as he/she may wish to add, plus four (4) delegates designated by the Association. Individual school committees shall discuss any matter of professional interest pertaining only to that school and may make recommendations to the Superintendent and the District Professional Relations Committee where appropriate.

## ARTICLE XXV

### CONTINUITY OF OPERATION

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not, nor will any person acting in its behalf, cause, authorize, or support, nor will any of its members take part in any strike, (i.e. the concerted failure to report for duty, or willful absence of any employee of the Freehold Regional High School Board of Education from his/her position, or stoppage of work for abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

(1) The above is interpreted that: The Association may be held liable in damages for "wild-cat" strikes, unless the Association in writing immediately disavows the strike and notifies the strikers to return to work.

(2) In the case of a strike the Board may apply for an injunction against the Association.

(3) The Association agrees not to take part in "sanctions" against the Board.

(4) The Association agrees that any strike is a breach of contract and that such removes all impediment from and permits the Board to dismiss or otherwise discipline employees taking part in that breach of contract.

## ARTICLE XXVI

### REPRESENTATION FEE

A. Any employee upon being hired and does not become a member of the Association, said employee will be required to pay a Representation Fee to the Association. The purpose of this fee will be to offset the employees' per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year the amount of said Representation Fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

E. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making such deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation, provided, however, that this subsection does not apply to litigation concerning the Agreement to limit representation fees to after the first year of employment.

## ARTICLE XXVII

### MISCELLANEOUS PROVISIONS

A. This Agreement constitutes that part of the Board policy covered by its provisions for the term of said Agreement, and the Board shall carry out commitments contained herein and give them full force and affect as Board policy.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Copies of this Agreement shall be printed with the expense shared equally between the Board of Education and the Freehold Regional High School Education Association with the printer mutually agreed upon within a reasonable time after the Agreement is signed and presented to all employees now employed or hereafter employed by the Board.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by Certified Mail, RRR, or registered letter at the following addresses:

(1) If by Association, to the Board of Education at:

11 Pine Street  
Englishtown, New Jersey 07726

If by Board to Association at:

P.O. Box 662  
Freehold, New Jersey 07728



ARTICLE XXVIII

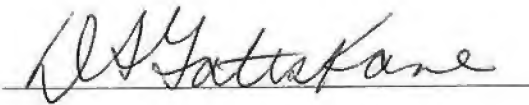
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue until June 30, 2015.

In Witness Whereof, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year first above written.

FREEHOLD REGIONAL HIGH  
SCHOOL EDUCATION ASSOCIATION

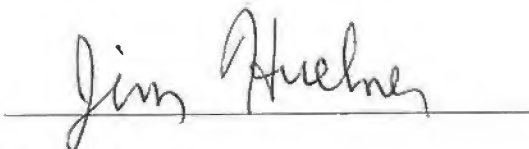
FREEHOLD REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION




President



President



Negotiation Chairperson



Secretary



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-1  
TEACHERS' SALARY GUIDE  
2012-13

SALARY LEVEL	GUIDE 1 BA	GUIDE 2 BA+30	GUIDE 3 MA	GUIDE 4 MA+30	GUIDE 5 DOCTORATE
1	56,500	59,500	61,500	64,500	66,500
2	56,800	59,800	61,800	64,800	66,800
3	57,000	60,000	62,000	65,000	67,000
4	57,695	60,695	62,695	65,695	67,695
5	59,695	62,695	64,695	67,695	69,695
6	61,695	64,695	66,695	69,695	71,695
7	63,695	66,695	68,695	71,695	73,695
8	65,695	68,695	70,695	73,695	75,695
9	67,695	70,695	72,695	75,695	77,695
10	69,695	72,695	74,695	77,695	79,695

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$ 5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-2  
TEACHERS' SALARY GUIDE  
2013-14

SALARY LEVEL	GUIDE 1 BA	GUIDE 2 BA+30	GUIDE 3 MA	GUIDE 4 MA+30	GUIDE 5 DOCTORATE
1	56,500	59,500	61,500	64,500	66,500
2	56,800	59,800	61,800	64,800	66,800
3	57,000	60,000	62,000	65,000	67,000
4	58,690	61,690	63,690	66,690	68,690
5	60,690	63,690	65,690	68,690	70,690
6	62,690	65,690	67,690	70,690	72,690
7	64,690	67,690	69,690	72,690	74,690
8	66,690	69,690	71,690	74,690	76,690
9	68,690	71,690	73,690	76,690	78,690
10	71,180	74,180	76,180	79,180	81,180

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$ 5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-3  
TEACHERS' SALARY GUIDE  
2014-15

SALARY LEVEL	GUIDE 1 BA	GUIDE 2 BA+30	GUIDE 3 MA	GUIDE 4 MA+30	GUIDE 5 DOCTORATE
1	60,050	63,050	65,050	68,050	70,050
2	60,200	63,200	65,200	68,200	70,200
3	60,350	63,350	65,350	68,350	70,350
4	60,500	63,500	65,500	68,500	70,500
5	62,500	65,500	67,500	70,500	72,500
6	64,500	67,500	69,500	72,500	74,500
7	66,500	69,500	71,500	74,500	76,500
8	68,500	71,500	73,500	76,500	78,500
9	70,500	73,500	75,500	78,500	80,500
10	72,500	75,500	77,500	80,500	82,500

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$ 5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-4  
SCHOOL COMMUNITY AND LIAISON OFFICERS  
2012-2013

SALARY LEVEL	GUIDE
1	32,360
2	33,080
3	33,800
4	34,520
5	35,240
6	35,960
7	36,680
8	37,400
9	38,120
10	39,484

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$ 5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-5  
SCHOOL COMMUNITY AND LIAISON OFFICERS  
2013-2014

SALARY LEVEL	GUIDE
1	34,202
2	34,802
3	35,402
4	36,002
5	36,602
6	37,202
7	37,802
8	38,402
9	39,002
10	39,602

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$ 5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-6  
SCHOOL COMMUNITY AND LIAISON OFFICERS  
2014-2015

SALARY LEVEL	GUIDE
1	35,805
2	36,305
3	36,805
4	37,305
5	37,805
6	38,305
7	38,805
8	39,305
9	39,805
10	40,305

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$ 5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-7  
SECRETARIAL SALARY GUIDE – 12 MONTHS  
2012-2013

SALARY LEVEL	A	B	C
1	39,750	41,425	43,100
2	40,550	42,225	43,900
3	41,350	43,025	44,700
4	42,150	43,825	45,500
5	42,950	44,625	46,300
6	43,750	45,425	47,100
7	44,550	46,225	47,900
8	45,350	47,025	48,700
9	46,150	47,825	49,500
10	46,950	48,625	50,300

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-8  
SECRETARIAL SALARY GUIDE – 12 MONTHS  
2013-2014

SALARY LEVEL	A	B	C
1	40,935	42,610	44,285
2	41,735	43,410	45,085
3	42,535	44,210	45,885
4	43,335	45,010	46,685
5	44,135	45,810	47,485
6	44,935	46,610	48,285
7	45,735	47,410	49,085
8	46,535	48,210	49,885
9	47,335	49,010	50,685
10	48,135	49,810	51,485

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-9  
SECRETARIAL SALARY GUIDE – 12 MONTHS  
2014-2015

SALARY LEVEL	A	B	C
1	42,165	43,840	45,515
2	42,965	44,640	46,315
3	43,765	45,440	47,115
4	44,565	46,240	47,915
5	45,365	47,040	48,715
6	46,165	47,840	49,515
7	46,965	48,640	50,315
8	47,765	49,440	51,115
9	48,565	50,240	51,915
10	49,365	51,040	52,715

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-10  
SECRETARIAL SALARY GUIDE – 10 MONTHS  
2012-2013

LEVEL	SALARY
1	33,125
2	33,792
3	34,458
4	35,125
5	35,792
6	36,458
7	37,125
8	37,792
9	38,458
10	39,125

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-11  
SECRETARIAL SALARY GUIDE – 10 MONTHS  
2013-2014

LEVEL	SALARY
1	34,113
2	34,779
3	35,446
4	36,113
5	36,779
6	37,446
7	38,113
8	38,779
9	39,446
10	40,113

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-12  
SECRETARIAL SALARY GUIDE – 10 MONTHS  
2014-2015

LEVEL	SALARY
1	35,138
2	35,804
3	36,471
4	37,138
5	37,804
6	38,471
7	39,138
8	39,804
9	40,471
10	41,138

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-13  
PARAPROFESSIONALS –2012-2015

SALARY LEVEL	2012-2013	2013-2014	2014-2015
4	28,693	29,402	30,128
5	31,836	32,622	33,427
6	38,008	38,947	39,908

- ❖ Guide 4 – minimum state requirement
- ❖ Guide 5 – Associates Degree or 60 college credits
- ❖ Guide 6 – Bachelors + (with grandfather clause)

*All paraprofessionals will work the regular school day.*

In the above schedule, level should not be interpreted as years of experience within or without the District.

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-14  
TRANSPORTATION AIDES  
2012 - 2015

SALARY LEVEL	PER HOUR 2012-2013	PER HOUR 2013-2014	PER HOUR 2014-2015
1	14.24	14.79	15.36
2	14.66	15.23	15.81

In the above schedule, level should not be interpreted as years of experience within or without the District.

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-15  
COMPUTER TECHNICIANS  
2012-2013

SALARY LEVEL	CERTIFICATION	BACHELORS
1	44,000	45,000
2	45,200	46,200
3	46,400	47,400
4	47,600	48,600
5	48,800	49,800
6	49,445	50,445
7	50,945	51,945
8	52,445	53,445
9	53,945	54,945
10	55,815	56,815

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-16  
COMPUTER TECHNICIANS  
2013-2014

SALARY LEVEL	CERTIFICATION	BACHELORS
1	45,160	46,160
2	46,160	47,160
3	47,160	48,160
4	48,160	49,160
5	49,160	50,160
6	50,160	51,160
7	51,160	52,160
8	52,160	53,160
9	53,160	54,160
10	55,820	56,820

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.



FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
SCHEDULE A-17  
COMPUTER TECHNICIANS  
2014-2015

SALARY LEVEL	CERTIFICATION	BACHELORS
1	45,430	46,430
2	46,430	47,430
3	47,430	48,430
4	48,430	49,430
5	49,430	50,430
6	50,430	51,430
7	51,430	52,430
8	52,430	53,430
9	53,430	54,430
10	55,825	56,825

The following additional amounts will be awarded after the completion years in District indicated.

<u>YEARS</u>	<u>AMOUNT</u>	<u>TOTAL</u>
Five (5)	\$5,000	\$5,000
Ten (10)	5,000	10,000
Fifteen (15)	5,000	15,000
Twenty (20)	5,000	20,000
Twenty-five (25)	4,000	24,000
Thirty (30)	4,000	28,000

In the above schedule, level should not be interpreted as years of experience within or without the District.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
CO-CURRICULAR HONORARIA  
SCHEDULE A-18  
SALARY GUIDE  
2012-2015

<u>GOVERNMENT</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Student Council	3,203	3,310	3,417	3,524
Senior Class	2,848	2,955	3,062	3,169
Junior Class	2,549	2,656	2,763	2,870
Sophomore Class	2,176	2,283	2,390	2,497
Freshman Class	2,176	2,283	2,390	2,497
 <u>PUBLICATIONS</u>				
Yearbook	4,592	4,699	4,806	4,913
Newspaper	3,203	3,310	3,417	3,524
Literary Magazine	2,879	2,986	3,093	3,200
 <u>FINE ARTS</u>				
Music Director	6,639	6,746	6,853	6,960
Asst. Music/Vocal Director	4,247	4,354	4,461	4,568
Vocal Director	4,247	4,354	4,461	4,568
Drama Director	4,681	4,788	4,895	5,002
Technical Director	3,581	3,688	3,795	3,902
Choreographer	2,452	2,559	2,666	2,773
Forensics	3,259	3,366	3,473	3,580
 <u>AUXILIARY ACTIVITIES</u>				
Cheerleaders-Varsity	4,714	4,821	4,928	5,035
Cheerleaders - Jr. Varsity	4,309	4,416	4,523	4,630
Majorettes & Color Guard	3,420	3,527	3,634	3,741
Drill Team & Flag Twirlers	3,420	3,527	3,634	3,741
Winterguard	3,420	3,527	3,634	3,741
 <u>OTHER</u>				
Chess Team	2,661	2,768	2,875	2,982
Computer Science League	2,307	2,414	2,521	2,628
DECA-Distributive Ed. Club of America	2,580	2,687	2,794	2,901
FFA-Future Farmers of America	2,217	2,324	2,431	2,538
JSA - Jr. Statesman	2,307	2,414	2,521	2,628
Math League	2,307	2,414	2,521	2,628
Science League	2,307	2,414	2,521	2,628
Future Nurses (Health Careers)	2,217	2,324	2,431	2,538
National Honor Society	2,452	2,559	2,666	2,773
TSA-Tech. Student Assoc.	2,307	2,414	2,521	2,628
 <u>TEACHER COORDINATORS</u>				
Distributive Education	2,580	2,687	2,794	2,901
Cooperative Office	2,580	2,687	2,794	2,901
Home Economics Coop. Educ.	2,580	2,687	2,794	2,901
Industrial Arts Coop. Educ.	2,580	2,687	2,794	2,901
Special Education Job Coach	2,580	2,687	2,794	2,901
Special Education Co-Curricular Coach	2,580	2,687	2,794	2,901
Child Study Team Leader	3,792	3,899	4,006	4,113

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT  
 INTERSCHOLASTIC ATHLETIC HONORARIA  
 SCHEDULE A-19  
SALARY GUIDE  
 2012-2015

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Baseball(B)/Softball(G)-Head	6,753	6,859	6,965	7,071
Baseball(B)/Softball(G)-Asst.	5,713	5,819	5,925	6,031
Basketball – (B&G)-Head	7,634	7,740	7,846	7,952
Basketball – (B&G)-Asst.	5,796	5,902	6,008	6,114
Bowling – (B&G)-Head	5,414	5,520	5,626	5,732
Bowling – (B&G)-Asst.	4,788	4,894	5,000	5,106
Cross Country – (B&G)-Head	5,871	5,977	6,083	6,189
Cross Country – (B&G)-Asst.	4,645	4,751	4,857	4,963
Field Hockey – (G)-Head	6,753	6,859	6,965	7,071
Field Hockey – (G)-Asst.	5,713	5,819	5,925	6,031
Football – (B)-Head	7,816	7,922	8,028	8,134
Football – (B)-Asst.	6,013	6,119	6,225	6,331
Golf (B&G)	5,413	5,519	5,625	5,731
Gymnastics – (G)-Head	6,753	6,859	6,965	7,071
Gymnastics – (G)-Asst.	5,372	5,478	5,584	5,690
Lacrosse – (B&G)-Head	6,753	6,859	6,965	7,071
Lacrosse – (B&G)-Asst.	5,713	5,819	5,925	6,031
Soccer – (B&G)-Head	6,753	6,859	6,965	7,071
Soccer – (B&G)-Asst.	5,713	5,819	5,925	6,031
Swimming Team – (B&G)-Head	6,753	6,859	6,965	7,071
Swimming Team – (B&G)-Asst.	5,713	5,819	5,925	6,031
Tennis (B&G)	5,413	5,519	5,625	5,731
Track, Spring – (B&G)-Head	6,753	6,859	6,965	7,071
Track, Spring – (B&G)-Asst.	5,372	5,478	5,584	5,690
Track, Winter – (B&G)-Head	6,539	6,645	6,751	6,857
Track, Winter – (B&G)-Asst.	5,435	5,541	5,647	5,753
Volleyball – Head	6,753	6,859	6,965	7,071
Volleyball – Asst.	5,713	5,819	5,925	6,031
Wrestling – (B)-Head	7,634	7,740	7,846	7,952
Wrestling – (B)-Asst.	5,796	5,902	6,008	6,114
Equipment Manager	6,137	6,243	6,349	6,455
Financial Manager	4,997	5,103	5,209	5,315
Weight Room Attendant (Per Season)	1,680	1,786	1,892	1,998

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

SCHEDULE A-20

LONG-TERM SUBSTITUTE TEACHER SALARY

- A. Substitutes with B.A. degree or higher and certified in the appropriate academic area employed for a period of one month or longer for regular teachers on extended illness will be paid a per diem rate of the first step on the B.A. approved salary scale.
- B. Substitutes with a B.A. degree or higher and certified in the appropriate academic area, employed for regular teachers on extended leaves of absence for a period of one year approved by the Board of Education, will be paid the rate equal to the first step of the B.A. approved salary scale with fringe benefits granted to full-time teachers.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

SCHEDULE A-21

EXTRA-INSTRUCTIONAL STIPENDS

2012-2015

RAISE ACADEMY STIPEND 2012-2015

PER HOUR \$48.00

SUMMER SCHOOL 2012-2015

Three-week/60 hour course \$2,873.06

Six-week/120 hour course \$5,749.16

CURRICULUM WORKSHOP 2012-2015

PER HOUR \$48.00

SUPPLEMENTAL INSTRUCTION 2012-2015

PER HOUR \$32.97

HOME INSTRUCTION AND ADULT SCHOOL

The Board of Education shall have the discretion, during the life of this agreement to increase the hourly rates for home instruction and adult school (including accredited evening high school) as it may deem proper. In the event that the Board directs increases in those hourly rates, the Association shall be given notice of the action.

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

SCHEDULE A-22

INTERPRETERS

The interpreters salary will remain at the lowest step, Guide 1, B.A. of the teachers' salary guide.

Interpreters that are certified will move in conjunction with salary guide.

SIDE LETTER AGREEMENT  
TO THE COLLECTIVE BARGAINING AGREEMENT  
DATED JULY 1, 2012 – JUNE 30, 2015

The parties have agreed to this Side Letter Agreement respecting the Collective Bargaining Agreement between the Freehold Regional High School District ("the Board") and the Freehold Regional Education Association ("the Association") for the term July 1, 2012 through June 30, 2015 and where, as indicated, for future negotiations:

1. For future negotiations the parties agree to count in the calculation of new money the cost of movement of bargaining unit employees into steps of the longevity<sup>1</sup> schedule.

2. The term "Additional Amounts" appearing in the successor Collective Bargaining Agreement 2012-2015 replaces the term "Longevity" found in the expired Collective Bargaining Agreement 2009-2012. This replacement represents a change in nomenclature, for clerical guide purposes, but is not intended to nor does it represent any substantive change to way in which the "Longevity" was previously utilized or applied in determining the total pensionable salary of each employee.

To be more specific, in the expired CBA (2009-2012), an employee's salary was derived from a combination of the monies determined by adding the correct amount from the appropriate step and column on the salary guide PLUS the correct amount (based on number of years employed in the district) from the Longevity table. This combination of monies represented the salary for employment for any and all employees covered by this bargaining agreement in a particular year. This entire amount, derived from the combination of these monies, was pensionable, and, as such, subject to the appropriate deductions transmitted to the appropriate New Jersey State-administered retirement system as governed by state law, namely, either the Teachers' Pension and Annuity Fund (TPAF) or the Public Employees' Retirement System (PERS), depending on an employee's position of employment.

An employee's pensionable salary for a given year will continue to be calculated in the same manner in the successor Collective Bargaining Agreement 2012-2015, by adding the appropriate amount from the salary guide to the appropriate amount from the Additional Amounts table, which replaces the Longevity table from the 2009-2012 CBA. This combination of monies represents an employee's pensionable salary in a given year, and subject to the appropriate deductions transmitted to the appropriate New Jersey state retirement fund.

In the event the term "Additional Amounts" results in any diminution of benefits, said terminology will revert back to "Longevity," and not "Additional Amounts."

3. The reduction in district-wide departmental meetings from 3 per year to 2 per year, as reflected in the language change to Article VIII, Section D(4), does not alter the past practice of counting those meetings in the total of required meetings.

Freehold Regional High School  
District Board of Education

Freehold Regional  
Education Association



<sup>1</sup> In the salary guide, the term "longevity" has been replaced by the term "additional amounts."  
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